

In re:
Daisy Hurtado
DebtorCase No. 15-15573-amc
Chapter 13**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: PaulP
Form ID: pdf900Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 09, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 11, 2017.

db +Daisy Hurtado, 198 West Chew Ave, Philadelphia, PA 19120-2465

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Aug 11, 2017

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 9, 2017 at the address(es) listed below:

ANDREW F GORNALL on behalf of Creditor HSBC BANK USA, Et Al... agornall@kmllawgroup.com, bkgroup@kmllawgroup.com
 BRIAN CRAIG NICHOLAS on behalf of Creditor HSBC BANK USA, Et Al... bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com
 CHRISOVALANTE FLIAKOS on behalf of Creditor Wilmington Trust Company AS Trustee For et al. paeb@fedphe.com
 CORY P. STEPHENSON on behalf of Creditor Gelt Properties, LLC s/b/m to Gelt Financial Corporation s/b/m to Gelt Business Credit, LLC cstephenson@bk-legal.com
 ERIK B. JENSEN on behalf of Debtor Daisy Hurtado john@erikjensenlaw.com, regina@erikjensenlaw.com;mjmecf@gmail.com;gilberto@erikjensenlaw.com
 JEREMY JOHN KOBESKI on behalf of Creditor CitiMortgage, Inc. paeb@fedphe.com
 JEROME B. BLANK on behalf of Creditor Wilmington Trust Company AS Trustee For et al. paeb@fedphe.com
 JOSHUA ISAAC GOLDMAN on behalf of Creditor HSBC BANK USA, Et Al... bkgroup@kmllawgroup.com, bkgroup@kmllawgroup.com
 PAMELA ELCHERT THURMOND on behalf of Creditor City of Philadelphia pamela.thurmond@phila.gov, james.feighan@phila.gov
 THOMAS I. PULEO on behalf of Creditor HSBC BANK USA, Et Al... tpuleo@kmllawgroup.com, bkgroup@kmllawgroup.com
 United States Trustee USTPRRegion03.PH.ECF@usdoj.gov
 WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 12

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | |
|---|---|
| Daisy Hurtado <u>Debtor</u> HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR DEUTSCHE MORTGAGE SECURITIES, INC., MORTGAGE LOAN TRUST, SERIES 2004-2 <u>Movant</u> vs. Daisy Hurtado <u>Debtor</u> William C. Miller <u>Trustee</u> | CHAPTER 13 NO. 15-15573 AMC 11 U.S.C. Section 362 |
|---|---|

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$22,269.48, which breaks down as follows;

| | |
|-------------------------|---|
| Post-Petition Payments: | September 1, 2015 to December 1, 2015 at \$874.06/month |
| | January 1, 2016 to December 1, 2016 at \$889.64/month |
| | January 1, 2017 to August 1, 2017 at \$883.32 |
| | Total: \$21,238.48 |

| | |
|------------------------------------|--------------------|
| Fees & Costs Relating to Motion: | \$1,031.00 |
| Total Post-Petition Arrears | \$22,269.48 |

2. The Debtor shall cure said arrearages in the following manner:

- a). Within seven (7) days of the filing of this Stipulation, the Debtor shall file a Motion to Modify her Third Amended Chapter 13 Plan, which was confirmed on January 11, 2017, to include the post-petition arrears of \$22,269.48.

- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$22,269.48 along with the pre-petition arrears;

- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due September 1, 2017 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$883.32 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

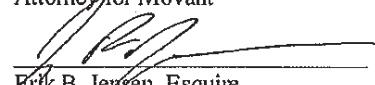
8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

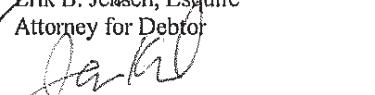
Date: August 3, 2017

By: /s/Thomas I. Puleo, Esquire
Thomas I. Puleo, Esquire
Attorney for Movant
KML Law Group, P.C.
Main Number: (215) 627-1322
Attorney for Movant

Date: 08/03/17


Erik B. Jensen, Esquire
Attorney for Debtor

Date: 8-7-17


William C. Miller JACK MILLER
Chapter 13 Trustee

Approved by the Court this 9th day of August, 2017. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Ashely M. Chan